

State of New Hampshire
Speech-Language Pathology Governing Board
Concord, New Hampshire 03301

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Office of Licensed
Allied Health Professionals

In the Matter of
Heather Pattangall, SLP
No.: 1223
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of speech-language pathology, the New Hampshire Speech-Language Pathology Governing Board ("Board") and Heather Pattangall, SLP ("Ms. Pattangall" or "Respondent"), a speech-language pathologist licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 328-F:23 and 328-F:24 and the New Hampshire Code of Administrative Rules for Speech-Language Pathology ("Spe") 103.03, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by licensees. Pursuant to RSA 328-F:24 and Spe 213, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice speech-language pathology in the State of New Hampshire on December 8, 2008. Respondent holds license number 1223. Respondent practices at the Manchester NH School District.
3. On or about May 5, 2010, the Board received information that Respondent had been supervising a candidate for CFY who was working without a provisional license.
4. Respondent neither admits nor denies the allegations herein, but stipulates that if a disciplinary hearing were to take place, Hearing Counsel would present evidence upon which the Board could conclude that Respondent engaged in professional misconduct, in violation of RSA 328-F:23, II (a); Sp 404.01 (a); and Sp 309.04:
 - A. At the beginning of the 2009 school year, the Manchester School District asked for a volunteer to supervise a CFY in the Manchester School District. The Respondent volunteered to do this. The Respondent had never served as a CFY supervisor in the past. After volunteering to serve as a supervisor, Respondent did not review the Board's statute and rules to determine the requirements and obligations of a supervisor. She therefore failed to comply with these requirements.

*New Hampshire Speech-Language Pathology Governing Board
In the matter of Heather A. Pattangall, SLP
Settlement Agreement*

- B. It was later learned that the CFY that Respondent was supervising had not received her provisional license prior to working.
 - C. During the course of the Board's investigation into this matter, Respondent attempted to minimize her supervisory role. Although Respondent had originally acknowledged her supervisory role to the Board, in later communication she denied that she had "supervised" the CFY in any way.
 - D. Respondent provided inaccurate information during the Board's investigation. Respondent denied observing the CFY with students. This information was contradicted during the course of the Board's investigation.
- 5. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 328-F:23, II (a); Sp 404.01 (a); and Sp 309.04.
 - 6. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a speech-language pathologist in the State of New Hampshire.
 - 7. Respondent consents to the Board imposing the following discipline, pursuant to RSA 328-F:23, IV:
 - A. Respondent is hereby REPRIMANDED;
 - B. Respondent shall not supervise any candidates for licensure for a period of three (3) years from the effective date of this agreement.
 - C. Respondent is required to meaningfully participate in a live six (6) hour supervisory skills continuing education program. This program shall be approved by ASHA. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within nine (9) months from the effective date of this Settlement Agreement.
 - 8. Respondent's breach of any terms or conditions of this Settlement Agreement shall constitute unprofessional conduct pursuant to RSA 328-F:23, and a separate and sufficient basis for further disciplinary action by the Board.
 - 9. For a continuing period of three (3) years from the effective date of this agreement, Respondent shall furnish a copy of this Settlement Agreement to any employer to which Respondent may apply for work as a speech-language pathologist or for work in any capacity which requires speech-language pathology training, or license or directly or indirectly involves patient care and to any agency or authority that licenses, certifies or credentials occupational therapists to which Respondent may apply for any such professional privileges or recognition.
 - 10. Respondent's breach of any terms or conditions of this Settlement Agreement shall constitute unprofessional conduct and a separate and sufficient basis for further disciplinary action.

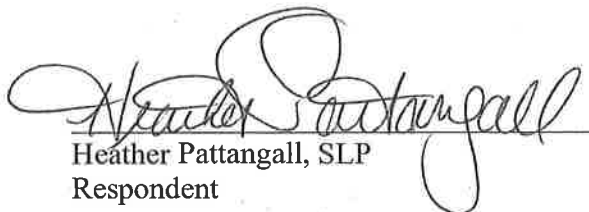
*New Hampshire Speech-Language Pathology Governing Board
In the matter of Heather A. Pattangall, SLP
Settlement Agreement*

11. Except as provided herein, this Settlement Agreement shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
12. This Settlement Agreement shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
13. Respondent voluntarily enters into and signs this Settlement Agreement and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
14. The Board agrees that in return for Respondent executing this agreement, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
15. Respondent understands that her action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.
16. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this agreement.
17. Respondent understands that the Board must review and accept the terms of this agreement. If the Board rejects any portion, the entire agreement shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this agreement have prejudiced her right to a fair and impartial hearing in the future if this agreement is not accepted by the Board.
18. Respondent is not under the influence of any drugs or alcohol at the time she signs this agreement.
19. Respondent certifies that she has read this document titled Settlement Agreement. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this agreement, she waives these rights as they pertain to the misconduct described herein.
20. This agreement shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

New Hampshire Speech-Language Pathology Governing Board
In the matter of Heather A. Pattangall, SLP
Settlement Agreement

FOR RESPONDENT

Date: 11/22/11


Heather Pattangall, SLP
Respondent

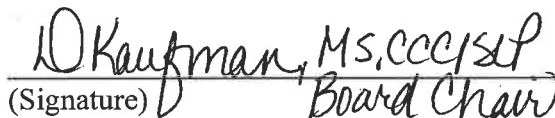
Date: 11/22/2011


Janine Gawryl, Esquire
Counsel for Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 12/1/11


(Signature) Debra E. Kaufman, MS, CCC/SLP
Board Chair

Debra E. Kaufman
(Print or Type Name)
Authorized Representative of the
Speech-Language
Pathology Governing Board

* Board Members not participating:

